

**Board of County Commissioners
Agenda Item Summary**

Meeting Date January 21, 2004

D ivision

County Attorney

AGENDA ITEM WORDING

Request approval of assignment of lease to Seashime, LLC of parking lot property adjacent to Bayview Inn and Marina, Conch Key.

ITEM BACKGROUND

On December 30, 2003, Seashime, LLC purchased the Bayview Inn and Marina property from Robert W. and Carolyn A. Lyne. The County has a lease with the Lynes for property which is used as a parking lot. The underlying property was transferred from DOT to the County in a transfer of a larger parcel for the purpose of constructing a wastewater treatment plant. The Director of Growth Management indicated in a letter dated December 23, 2002, that the parking area was not required for the purposed wastewater treatment facility.

PREVIOUS RELEVANT BOCC ACTION

CONTRACT/AGREEMENT CHANGES

STAFF RECOMMENDATIONS

Approval.

TOTAL COST
COST TO COUNTY -0-

BUDGETED Yes No
SOURCE OF FUNDS

APPROVED BY: County Attorney ☒ OMB/Purchasing ☐ Risk Management ☐

DIVISION DIRECTOR APPROVAL:

 01/06/04
J. R. COLLINS

DOCUMENTATION:

Included ☐

To Follow X

Not Required ☐

AGENDA ITEM # _____

P7

ASSIGNMENT OF LEASE

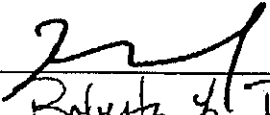
KNOW ALL MEN BY THESE PRESENTS THAT: **ROBERT W. LYNE** and **CAROLYN A. LYNE**, the Lessee under that certain Lease dated September 1, 2001, demising the parking premises described on Exhibit A attached hereto located in Monroe County, Florida,

HEREBY assigns and transfers to SEASHIME, LLC, a Florida limited liability company, as Assignee herein, all right, title and interest in said Lease for and during all the rest and remainder of the term of said Lease, and subject all of the rents, agreements and conditions of said Lease.

TO HAVE AND TO HOLD the same unto the said Assignee from the 31 day of December, 2003.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on this 31 day of December, 2003.

Signed, sealed and delivered
in the presence of:


Robert W. Lyne


ROBERT W. LYNE

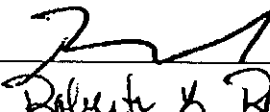
CAROLYN A. LYNE

ACCEPTANCE OF LEASE

KNOW ALL MEN BY THESE PRESENTS THAT: **SEASHIME, LLC**, a Florida limited liability company, the Assignee named in the foregoing Assignment of Lease, hereby accepts the Lease referred to therein and hereby agrees to abide by the terms and conditions thereof and to pay the rent thereon.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on this 31 day of December, 2003.

Signed, sealed and delivered
in the presence of:


Robert W. Lyne

SEASHIME, LLC

By 
James H. Buxton

CONSENT OF LANDLORD

KNOW ALL MEN BY THESE PRESENTS THAT: **MONROE COUNTY**, a political subdivision of the State of Florida, the Lessor named in the foregoing Lease, hereby consent to the assignment of such Lease from ROBERT W. LYNE and CAROLYN A. LYNE to SEASHIME, LLC, a Florida limited liability company, subject all of the rents, agreements and conditions of said Lease.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on this _____ day of _____, 20____.

MONROE COUNTY

Attest: _____

By: _____

Approved as to form:
MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

Suzanne A. Hutton

SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date 1/26/07

SPINNER DITTMAN FEDERSPIEL & DOWLING LLP
ATTORNEYS AT LAW

ROBERT A. DITTMAN, P.A.¹
DONALD C. DOWLING²
ROBERT W. FEDERSPIEL, P.A.

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MEDIATOR AND ARBITRATOR

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DELRAY BEACH, FLORIDA 33444

TELEPHONE (561) 276-8900

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January 5, 2004

Suzanne A. Hutton, Esq.
Office of the County Attorney
Monroe County, Florida

*Transmitted by facsimile
to 305-292-3516
Original delivered by Federal Express*

Re: Bayview Inn and Marina

Dear Ms. Hutton:

Pursuant to our telephone conversation and my correspondence, following is the requested Assignment/Acceptance/Consent form relative to the subject property.

Given the fact that the lease is a parking area directly connected to the development of the property which was approved by the County and is essential to its continued operations, we would request that the consent to the assignment of the lease be approved and, as well, that the lease be modified to provide for three (3) additional five-year options. It would be unrealistic to have the parking area removed from this property and, as well, our client would be open to entertaining the purchase of the subject right-of-way as surplus property if the County would be willing.

Please let me know what your thoughts are on this matter and have the matter placed on the Agenda for the January 21 meeting.

Thank you for all your assistance in this matter.

Sincerely,

ROBERT W. FEDERSPIEL, P.A.



Robert W. Federspiel

RWF:br

Enc

cc: Seashime, LLC